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BREACH OF CONTRACT TO MARRY—INDEFINITENESS AS TO TIME—REQUEST.
—In *Sanders v. Coleman*, 97 Va. 690, it was held that a breach of the marriage contract is excusable if the condition of the parties has so changed that the marriage state would endanger the life or health of either. The Supreme Court of Rhode Island, in *Clark v. Corey*, 52 Atl. 811, holds that where there is a subsisting contract of marriage between the parties, *but without a date fixed for its performance*, the law construes the obligation as one to be performed within a reasonable time *upon request*, unless one of the parties has incapacitated himself for the performance, as by marrying another, or by positive and unequivocal acts or declarations has rendered a tender or demand unnecessary; and that accordingly where there is no evidence to this effect, plaintiff cannot recover without proof that she had offered to perform her part of the contract or requested defendant to perform his. Citing *Cole v. Holliday*, 4 Mo. App. 98; 2 Pars. Cont. (6th Ed.) 63, 64; *Kelley v. Brennan*, 18 R. I. 41.

In *Burke v. Shaver*, 92 Va. 345, it was held in a similar action that when one repudiates his promise and declares that he will not be bound by it, the party not in default need not wait for the time of performance to arrive, and where the engagement is general, need not request the fulfillment of the promise, but may sue at once.

CRIMINAL LAW—CONSPIRACY TO CHEAT.—A cheat accomplished through falsehood, deceit and imposition employed in pursuance of a conspiracy formed for that purpose is a criminal offence at common law. *State v. Gannon* (Conn.), 52 Atl. 727.

Per Hamersley, J:

"Many cheats are misdemeanors at common law. The test of such a cheat may be generally stated thus: The fraud by which the victim is injured must be one addressed to the public at large—such, for instance, as a false weight or token—and must be executed by means of latent false devices. When a person is cheated by a fraud addressed to him only, not calculated to affect the public at large, the cheat may be a civil tort, but is not a public offense. 2 Whart. Cr. Law, 1126, 1127. Some frauds which are not cheats at common law are made indictable by statute—such as obtaining money by inducing the victim to believe false representations as to existing facts. But it is too well settled to be now questioned that a cheat, when accomplished by false and deceitful devices practiced in pursuance of a wrongful combination to that end, is indictable as a conspiracy to cheat and defraud, and in such case, as in all conspiracies, the essence of the offense is the criminal combination; but it is immaterial whether or not the cheat which is the object of the conspiracy, or the false and fraudulent devices by which it is executed, would be punishable as crimes if unassociated with any conspiracy. *State v. Bradley*, 48 Conn. 548; *State v. Thompson*, 69 Conn. 720, 725, 38 Atl. 868; *State v. Rowley*, 12 Conn. 101-111; *State v. Glidden*, 55 Conn. 46-71, 8 Atl. 890, 3 Am. St. Rep. 23; 2 Bish. Cr. Law, 182, 198; 2 Whart. Cr. Law, 1337, 1348; 1 Bish. Cr. Law, 432, 266; 3 Chit. Cr. Law, p. 1139; *Com. v. Judd*, 2 Mass. 329, 336, 3 Am. Dec. 54;